



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, February 20, 2025
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, January 23, 2025
4. Ordinance O2025-005 Amending Tumwater Municipal Code (TMC) 12.28, Public Events (Administrative Services Department)
5. Service Provider Agreement with Fuller Designs for the Beehive Industrial Area Stormwater Retrofit Design Project (Water Resources & Sustainability Department)
6. 2025 Pavement Maintenance Project, Authority to Solicit Bids (Transportation & Engineering Department)
7. Traffic Signal Controller & Detection Upgrade, Equipment Purchase (Transportation & Engineering Department)
8. Additional Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/82504098728?pwd=S9bYWvaJya2FBFbM6XaXaTSkN1N17a.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 825 0409 8728 and Passcode 503889.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater->

wa.municodemeetings.com.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
JANUARY 23, 2025 Page 1**

CONVENE: 8:01 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausser and Angela Jefferson.

Staff: City Administrator Lisa Parks, Assistant City Attorney Davis Abbott, Finance Director Troy Niemeyer, Transportation and Engineering Department Director Brandon Hicks, Engineering Services Manager Bill Lindauer, Program Manager Patrick Soderberg, Community Engagement Specialist Marnie McGrath, Water Resources Specialist Dave Kangiser, and Administrative Assistant Bonnie Hale.

Others: Meridith Greer, Environmental Consulting.

**GRANT
AGREEMENT WITH
THE DEPARTMENT
OF ECOLOGY FOR
THE BEEHIVE
INDUSTRIAL AREA
STORMWATER
RETROFIT DESIGN
PROJECT:**

Consultant Meridith Greer briefed members on the grant agreement for the Beehive Industrial Area stormwater retrofit project design and the service provider agreement, which is currently undergoing legal review.

The project is based on stormwater planning over the last several years. The goal of the planning was identifying receiving waters in Tumwater and the creeks and rivers receiving stormwater flows from within the City to assess and prioritize projects and program efforts to improve the health of streams and rivers. One of the first steps in 2023 was prioritizing receiving water with a goal to determine what areas in the City would be most impacted by stormwater runoff, surrounding land uses, and potential improvements for substantial impacts. Following the study and assistance from another consultant, staff identified Percival Creek located through the center of Tumwater as an area heavily influenced by Tumwater in terms of the health of the creek. Subsequently, staff focused and prioritized some actions. Many of the actions include land management strategies, programmatic enhancements (outreach on lawn care, street sweeping), and stormwater retrofits. Two priority areas were identified within the Trosper Lake subbasin that would help improve the health of Percival Creek.

Councilmember Jefferson asked that future presentations include a map of Percival Creek. Ms. Greer acknowledged the request.

Ms. Greer identified the location of Percival Creek which originates from Trosper Lake and flows through the center of Tumwater prior to entering Capitol Lake.

The Beehive Industrial Area is 55 acres of industrial zoned land located along Trosper Road west of the I-5 intersection incorporating a number of different types of land uses such as welders, car mechanics, and self-storage facilities. The area essentially has little to no stormwater infrastructure except for roadside ditches with some ditches entirely filled. The area experiences flooding during rain events. As the area provides no stormwater treatment, the area is a high

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
JANUARY 23, 2025 Page 2**

priority because it drains to Percival Creek.

The project entails installation of a series of linear bio retention facilities. The facilities are long linear cells with a specific mix of soil, media, and plants to treat stormwater and capture water from roadways while enhancing curb appeal. The proposal is to work with a consultant to install some of the facilities. Tumwater was able to secure grant funding from the Department of Ecology last year to complete 90% design and permitting for stormwater facilities. The grant expires in January 2027. Tumwater was able to secure the 85% grant with a 15% match provided from the City’s Stormwater Utility Fund. The project design phase estimated cost is \$220,000.

Ms. Greer presented the grant agreement for the committee’s consideration to move forward. Staff plans to present the service provider agreement for the design team at the committee’s next meeting. The design team scope of work includes data collection, engineering and design, permitting, and creating specification documents. The service provider agreement expires in July 2027 to account for additional time for any updates or other issues to enable completion of the design. The goal is to complete the design in October 2025. The Department of Ecology offers the grants each year enabling the City to apply for another grant in October 2026 dependent upon the status of the project and staff capacity.

Chair Swarthout asked whether the walking path along Somerset Drive is another area of consideration for sidewalk improvements. Ms. Greer advised that the scope of stormwater improvements is located in the area north of Trospen Road within the right-of-way. The Transportation and Engineering Department has some plans to improve Trospen Road to include sidewalks. However the timing of those project plans and the Department of Ecology grant did not align and is not included in the proposed retrofit.

Chair Swarthout reviewed the requested action.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Althausser, to place the Grant Agreement with the Department of Ecology for the Beehive Industrial Area Stormwater Retrofit Design Project on the February 4, 2025 Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**RESOLUTION NO.
R2025-002, 2025 FEE
RESOLUTION:**

Director Niemeyer reported the request is an amendment to the Fee Resolution adopted at the end of 2024. Occasionally, some fees are overlooked, which speaks to the reason for the proposed resolution.

Table 1 includes an additional Hearing Examiner fee that would be applicable in code enforcement cases. Another proposed change in Table 1 pertains to GIS maps representing a small increase for the production of larger maps. Table 4

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
JANUARY 23, 2025 Page 3**

includes some fees not previously included. The fees are for contractors and would not normally apply to individuals. The fees include right-of-way license fees, right-of-way access, utility permits, street and alley vacations, and street construction and restoration. Other fees are for utility plan check and inspection fees, water mains, and sewer mains.

Staff recommends the committee recommend placing Resolution R2025-002 on the Consent Calendar at the February 4, 2025 City Council meeting.

Councilmember Jefferson asked how the oversight was discovered. Director Niemeyer said one engineer who was reviewing the fee schedule realized that some fees were missing.

Councilmember Althausser cited the charge for an event application fee. He asked about the purpose of the fee. Director Niemeyer said the fee is required for anyone sponsoring an event at a City park or on private property.

City Administrator Parks added that residents hosting a large event on private property require an event permit. One example was last summer when the Toyota Dealership sponsored a large music event on vacant property next to the facility. The event permit is issued by the police department and is circulated to the Community Development Department and Transportation and Engineering Department for potential issues related to traffic and traffic control during the event.

Assistant Attorney Abbott noted that the event fee is a change to the event permit policy and was initiated after an annual audit by the City's insurance carrier. The City was asked to revise the policy. The legal department revised the policy and added insurance requirements, clean-up requirements, clean-up fees, and stricter requirements for other safety issues. The Council is scheduled to consider the new event fee in February.

MOTION: Councilmember Jefferson moved, seconded by Councilmember Althausser, to place Resolution R2025-002 on the February 4, 2025 Council consent calendar with a recommendation to adopt. A voice vote approved the motion unanimously.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 8:22 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
 FROM: Michelle Sutherland, Administrative Services Director
 DATE: February 20, 2025
 SUBJECT: Ordinance O2025-005 Amending Tumwater Municipal Code (TMC) 12.28, Public Events

1) Recommended Action:

Place Ordinance No. O2025-005 amending Tumwater Municipal Code (TMC) 12.28, Public Events, on the March 4, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

Tumwater Municipal Code 12.28 Public Events was adopted by Ordinance No. 1080 in May 1987, and has only been amended two times. The first amendment was in December 1987 to require an event permit. The second amendment was in 2011 when the permit application process was revised. The needs of the community as well as the City have changed substantially in that time, and as a result of our 2023 WCIA audit, the City is required to change its special events permit process. The City desires to adopt a comprehensive administrative review and approval process for Special Events that is efficient, clear, and predictable for both City staff and event organizers. Special Events provide the Tumwater community with substantial public benefits, including cultural enrichment, economic viability, tourism, and enhanced community identity and pride.

3) Policy Support:

Provides sustainable quality public safety services and expands the Community Risk Reduction Program. The regulation of Special Events permits for parades, processions, and other assemblies occurring throughout the City supports public health, safety, and welfare.

4) Alternatives:

- Not place Ordinance O2025-005 on the March 4, 2025, Council consent calendar.
 - Provide recommendations for revisions to Ordinance O2025-005.
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5) Fiscal Notes:

N/A

6) Attachments:

A - Proposed Ordinance O2025-005

ORDINANCE NO. O2025-005

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code (TMC) 12.28, Public Events, as more particularly described herein.

WHEREAS, the City of Tumwater desires to adopt a comprehensive administrative review and approval process for Special Events that is efficient, clear, and predictable for both City staff and event organizers; and

WHEREAS, it is part of the City of Tumwater Strategic Priorities to provide sustainable quality public safety services and expand the Community Risk Reduction Program; and

WHEREAS, Special Events provide the Tumwater community with substantial public benefits, including cultural enrichment, economic vitality, tourism, and enhanced community identity and pride; and

WHEREAS, regulation of Special Event permits for Parades, Processions and other assemblies occurring throughout the City supports public health, safety and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 12.28, Public Events, of the Tumwater Municipal Code is hereby amended to read as follows:

PUBLIC EVENTS-SPECIAL EVENTS

PERMITS

- 12.28.005 Purpose**
- 12.28.010 ~~Public Event Defined.~~ Definitions.**
- 12.28.020 Permit required.**
- 12.28.030 Permit application.**
- 12.28.040 Grounds for Denial of Permit.**
- 12.28.050 Permit Conditions.**
- 12.28.060 Hold Harmless, Indemnification, and Defense.**
- 12.28.070 Insurance Required.**
- 12.28.080 Appeals.**
- 12.28.090 Fees.**
- 12.28.100 Penalties.**

12.28.005 Purpose.

The purpose of this chapter is to protect the public's health, safety and welfare through the issuance of Special Event permits for Parades, Processions and other assemblies occurring on public property.

12.28.010 Public Event Defined. Definitions.

~~For the purpose of this chapter, a "public event" means and includes any festival, celebration, fair, rally, sporting event or similar occurrence which is open to the public and is conducted, at least in part, on city streets.~~

"Applicant" means the authorized agent of the Sponsor who completes the application and acts as primary contact for the Special Event.

"City" means the City of Tumwater.

"Event Participant" means a person in attendance at an event, including spectators, vendors, event staff, City staff, and all others present at the event.

"Parade," "Assembly" and "Procession" mean any Parade, march, ceremony, show, exhibition, or pageant of any kind, or any similar display or gathering, in or upon any street, park or other public place in the City, which would have a direct impact on traffic flow or congestion or the public's ability to use public streets, parks or other public places, or which would significantly impact the need for City-provided emergency services. "Parades," "Assemblies" and "Processions," as referenced herein, shall include, but are not limited to, traditional Parades, fun runs, roadway foot races, fundraising walks or runs, auctions, bikeathons, carnivals, shows or exhibitions, filming/movie events, circuses, block parties and street fairs.

"Rolling closure route" means a street, sidewalk, trail, walkway, or other right-of-way closure to accommodate an event, where, as the event passes, the right-of-way is reopened for use by the general public.

"Special Event" includes any activity which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way which would significantly impact public streets or rights-of-way near the event, or which would significantly impact the need for City-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way, or emergency services. Special Events might include, but are not limited to, fun runs/walks, athletic competitions, bike-a-thons, Parades, carnivals, City heritage celebrations, holiday festivals, music festivals, shows or exhibitions, circuses, block parties and fairs.

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“Sponsor” means the person or group responsible for the Special Event to be held.

(Ord. 1080, Added, 05/19/1987)

12.28.020 Permit Required.

~~No person, firm or organization shall conduct or sponsor a public event in the city without having first procured a permit therefor from the police department. The fee for such permit shall be as established by resolution of the city council.~~

A Special Event Permit from the City is required for any event on public property or public right-of-way, or on private property where it will significantly impact public sidewalks, roadways or services. Such Special Event Permit shall be in addition to any street or park use, or other additional permits as required by law, such as a City of Tumwater Business License, Food Handlers Permits, Mobile Food Vendors Permit/License, Alcohol “Special Occasion” or “Banquet Permit” Licenses, Right of Way Permits, Park Vendor Permits, or Fireworks Permits. It is the responsibility of the Sponsor to ensure that all Permits and Licenses are obtained as required for all participating vendors, and proof of such provided to the City fourteen (14) days prior to the start of the event. For Permits that must be obtained from the City, the fee for such permit shall be as established by resolution of the City council.

(Ord. 1147, Amended, 12/15/1987; Ord. 1080, Added, 05/19/1987)

12.28.030 Permit Application.

~~A.—Each sponsor of a public event shall make application for a public event permit on a form provided by the police department at least thirty days prior to the start of the public event. This form shall state the name, address and telephone number of the person making the application, as well as the organization sponsoring the event, and the name, address and telephone number of the person who is responsible for coordinating the event, if other than the applicant. Also included on this form shall be the dates, times and locations of the public event, the estimated number of participants and spectators, if the event is expected to interfere with normal use of the streets or sidewalks, and any requests of restricted parking or use of public streets.~~

~~B.—The application shall be forwarded to the finance director, fire chief, and the public works department for evaluation and recommendations.~~

A. Each Sponsor of a Special Event shall apply for a Special Event Permit on a form provided by the City. The application must be submitted to the City Clerk at least sixty (60) days prior to the start of the Special Event. An application for a Special Event Permit which is filed less than sixty (60) days prior to the proposed event date may be considered upon a showing of good cause. For purposes of this section, “good cause” means that, the appropriate City official(s) have sufficient

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time to process and investigate the application and to obtain police or other City services for the proposed event, and proof of insurance from the applicant , or that the circumstances giving rise to the permit application did not reasonably allow the Applicant to file within the time prescribed as determined by the City Administrator.

B. This form shall state the name, address and telephone number of the person making the application, as well as the organization sponsoring the event, and the name, address and telephone number of the person who is responsible for coordinating the event, if other than the Applicant. Also included on this form shall be the dates, times and locations of the Special Event, the estimated number of participants and spectators, if the event is expected to interfere with normal use of the streets or sidewalks, or parks, and any requests of restricted parking or use of public streets. This form shall also include any other information necessary to protect the public's health, safety and welfare.

(Ord. O2011-002, Amended, 03/01/2011; Ord. 1080, Added, 05/19/1987)

12.28.40 Grounds for Denial of Permit.

Approval of a Special Event Permit may be denied and/or revoked if the City reasonably determines that:

- 1) The proposed event would endanger public safety or health;
- 2) The proposed event would seriously inconvenience or impair the general public's use of public property, services or facilities;
- 3) The proposed event interferes with another Parade, Procession or Assembly for which a permit has previously been issued or requested;
- 4) The Applicant provides false or misleading information;
- 5) The Applicant fails to complete the application or to supply other required information or documents, or the Applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in this chapter, in the Special Events Permit Application, or other applicable regulations;
- 6) The location of the proposed event will substantially interfere with any construction, maintenance, or development scheduled to take place upon or along public property or right-of-way, or a previously granted encroachment permit;
- 7) The proposed event is scheduled to occur at a route or location adjacent to a school during a time when such school or class is in session, and the noise created by the activities of the event would substantially disrupt the educational activities of the school;
- 8) The purpose of the proposed event is to incite crime or the overthrow of the government by force; or

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- 9) The Applicant refuses or fails to remit all customary and reasonable fees, charges, deposits, or insurance, if any, required by the City for the use of the public place that is the subject of the permit application.
- 10) There are not sufficient safety personnel or other necessary City staff to accommodate the event.

12.28.050 Permit Conditions.

The City may impose the following conditions on Special Event Permits as deemed necessary to protect the safety and well-being of Event Participants and the public:

- 1) Alteration of time, place, and manner of proposed event;
- 2) Additional permits or licenses may be required;
- 3) Require event Sponsor and Event Participants to comply with safety rules established by the City, including traffic safety rules, such as temporary modifications to traffic flow or sidewalk use, traffic cones, or barricades;
- 4) Require Applicant or Sponsor to provide facilities, including waste disposal receptacles, restroom facilities, sanitation facilities, or first aid facilities.
- 5) Require Applicant to dispose of all waste that exceeds the capacity of any waste receptacles located at the event location. If the Sponsor or Applicant provided waste receptacles for the event, those receptacles and all waste at the event location must be removed as part of cleanup.
- 6) Restrictions on number and type of vehicles, structures, or Participants in an event.
- 7) Require cleanup and restoration, this may include requirements that Applicant provide garbage and recycling containers for use during the event and for cleanup following the event. Cleanup deposits may be required for events at the discretion of the City. If Sponsor or Applicant fail to perform required cleanup, fines may be assessed, and future Special Event Permit applications made by Sponsor and Applicant may be denied due to failure to cleanup;
- 8) Restrictions on the sale and consumption of alcohol;
- 9) Restrictions or prohibitions against any activity that may cause danger to the Event Participants or the public, or undue liability risk to the City;
- 10) Restrictions on use of amplified sound;
- 11) Require proof of general liability insurance with City listed as additional insured as described in TMC 12.28.070 and any additional insurance coverage as deemed necessary by the City.

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- 12) Require proof that amusement rides and inflatables have undergone an annual inspection by a certified Labor & Industries inspector in a manner that is satisfactory to the City;
- 13) Require amusement rides have valid L&I ride safety inspection operating permit decal and the operator is on the L&I Certified Amusement Ride Operators list.
- 14) Compliance with any applicable federal, state or local law.
- 15) Payment of any additional fees for services the City provides.

12.28.060 Hold Harmless, Indemnification, and Defense.

Before a Special Event Permit may be issued, Sponsor must agree to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of event premises or from any activity, work or thing done, permitted, or suffered by Sponsor in or about the event premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

12.28.070 Insurance Required.

A. The Applicant shall provide general liability insurance naming the City as an additional insured with limits determined by the City at the time of application. The timeline for coverage must include setup and takedown for the event. Certificates of insurance are to be submitted to the City for approval 14 working days prior to the day of the event. Acceptability of insurance is subject to approval by the City.

B. All food vendors are required to have at a minimum \$1,000,000 in Products – completed operations aggregate insurance. Sponsors shall require all food vendors at their event to have proper insurance for mobile food vendor services. It is the responsibility of the Sponsor to provide the City with a list of all food vendors and their proof of insurance at least fourteen (14) days prior to the event.

12.28.080 Appeals.

A. The Applicant shall have the right to appeal a denial of a Special Event permit, or a condition imposed thereby, including the amount of fees or cleanup charges, or a determination that the Applicant's certificate of insurance does not comply with the requirements of TMC 12.28.070.

B. Applicants who wish to appeal must file with the City Clerk a written notice of appeal within ten (10) days from the date of the denial or conditional approval. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The City Administrator shall hear the appeal. The City Administrator shall hold the hearing no later than five business days after the filing of the appeal and shall render a

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decision no later than one business day after the hearing on the appeal is closed. The appellant may appeal the City Administrator's decision to the Hearing Examiner within 10 days of the City Administrator's decision. The Hearing Examiner will schedule a hearing in accordance with Hearing Examiner rules but not later than 30 days after receipt of the notice of appeal.

12.28.090 Fees.

A. Special Event fees shall be determined by City Fee Resolution. Additional fees may be required for City provided services, use of facilities including athletic fields or park shelters, for additional permits such as firework displays, or as required by other applicable laws, rules and regulations.

B. A fee waiver may be available for certain events such as funerals, groups required to assemble by law, small gatherings, or upon a showing of hardship. A fee waiver form is available at the City Clerk's office.

12.28.100 Penalties.

A. It shall be unlawful for any person to operate or conduct any event requiring a Special Event Permit pursuant to TMC 12.28 unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the organizer or operator of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.

B. The Special Event Permit authorizes the Permittee to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the Permittee to willfully violate the terms and conditions of the permit, or for any Event Participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

C. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty or a fine of not more than five hundred dollars or by imprisonment of not more than ninety (90) days, or both such fine and imprisonment.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

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Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published: _____

Effective Date: _____

TO: Public Works Committee
 FROM: Dave Kangiser, Water Resources Specialist
 DATE: February 20, 2025
 SUBJECT: Service Provider Agreement with Fuller Designs for the Beehive Industrial Area Stormwater Retrofit Design Project

1) Recommended Action:

Place the Service Provider Agreement with Fuller Designs who will be assisting with the Beehive Industrial Area Stormwater Retrofit Design Project on the March 4, 2025 Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Beehive Industrial Area struggles with frequent flooding during storm events and poor water quality due to a lack of stormwater treatment. The City of Tumwater received a grant from the Department of Ecology to complete design and permitting related to developing a series of bioretention facilities throughout the industrial area to capture and treat stormwater runoff. Once designs are completed, Tumwater plans to apply for additional grant funding to complete the construction of these facilities.

After a Request for Qualifications process and interview, Tumwater selected Fuller Designs to assist in completing the engineering work required to finish the design and permitting required for this project.

3) Policy Support:

Strategic Priority – Be a Leader in Environmental Health and Sustainability

4) Alternatives:

- Request changes to the service provider agreement
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5) Fiscal Notes:

This scope of services identified within this service provider agreement includes \$186,531, \$20,000 of which is to be held as management reserve. The City has secured \$220,000 in grant funding from the Department of Ecology for costs associated with this service provider agreement and staff time.

6) Attachments:

- A. Service Provider Agreement with Fuller Designs

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

BEEHIVE INDUSTRIAL AREA STORMWATER RETROFIT DESIGN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” and Fuller Designs, a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER.”

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than January 1, 2025 and shall be completed no later than July 31, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed ONE HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED THIRY ONE DOLLARS AND ZERO CENTS (\$166,531.00), \$20,000 of which is to be held as management reserve only to be released upon written approval by the Water Resources and Sustainability Director.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification, unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

E. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship
SERVICE PROVIDER AGREEMENT FOR BEEHIVE INDUSTRIAL AREA STORMWATER RETROFIT
DESIGN- Page 2 of 11

will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the Services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER AGREEMENT FOR BEEHIVE INDUSTRIAL AREA STORMWATER RETROFIT DESIGN- Page 3 of 11

SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding SERVICE PROVIDER AGREEMENT FOR BEEHIVE INDUSTRIAL AREA STORMWATER RETROFIT DESIGN- Page 6 of 11

paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY's compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover

from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

23. THIRD PARTY RIGHTS

SERVICE PROVIDER AGREEMENT FOR BEEHIVE INDUSTRIAL AREA STORMWATER RETROFIT DESIGN- Page 9 of 11

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

****Signatures located on following page****

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
FULLER DESIGNS
Address: 1111 Kresky Ave, Suite 100
City/State/Zip: Centralia, WA 98531
Tax ID #: 83-1927935
Phone Number (360) 807-4420

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Cassondra Fuller
Title: Owner

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington
My appointment expires:_____



1111 Kresky Ave., Suite 100
Centralia, WA 98531
(360)807-4420

12/4/2024

City of Tumwater (cc David Kangiser)
555 Israel Rd SW, Tumwater, WA 98501
dkangiser@ci.tumwater.wa.us
(360) 754-4140

Re: Design and Management Services – Beehive Industrial Area Stormwater Retrofit Project
Project Location- Joppa St SW (East Side & West Side), Lambskin St SW, & Tire-Lined Ditch

David:

I am pleased to provide you with an estimated price and scope of work to prepare evaluations and project design services for your development. I have based the below estimated costs on the scope of work established in the Request for Qualification that was issued October 4, 2024, as well as our internal conversations. This proposal is intended to bring your project to 90% completion per Department of Ecology and City of Tumwater requirements.

Task 1: Project Management

1. Communication with the City’s project manager to occur at twice-a-month intervals throughout the project. FD to report on the project status and coordinate project-related items with the City.
2. Sub-consultant management.
3. Keeping an up-to-date project schedule and the coordination and processing of monthly invoices.

Task 1- Lump Sum Cost = \$12,750.00

Task 2: Data Collection

Survey Mapping

1. Right-of-way boundary and topographic survey to 1-foot contour interval.
2. Public utility location in ROW including structure measurements and invert elevations to be captured on survey.
3. Compile data into electronic survey map for use as the basis of civil design.

Survey Total Cost = \$35,046.00

Geotechnical Evaluation

1. Site visit by geotechnical engineer to evaluate project site.
2. Excavator will be provided to dig test pits.
3. Three Pilot Infiltration Test (PIT) evaluations.
4. Prepare soils report detailing field explorations and findings including recommendations for earthwork, and stormwater infiltration potential.

Geotechnical Total Cost = \$11,100.00

Wetland Evaluation

Mapped hydric soils have been identified onsite and mapped offsite wetlands have been identified near the project. Site visit by wetland biologist to address adjacent/off-site wetlands to the south and east to verify their existence and establish no buffers will impact the project.

1. Delineate wetland location for survey pickup.
2. Prepare critical areas report for streams and wetlands per City of Tumwater requirements.
3. Amend report as needed per City of Tumwater comments.

Wetland Total Cost = \$8,235.00

Task 2-Lump Sum Cost = \$54,381.00



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 Centralia, WA 98531
 (360)807-4420

Task 3: Environmental and Permitting Review

Permitting

1. Perform required property research to ensure applications are in compliance with local, state, tribal, and federal requirements.
2. Prepare required City of Tumwater applications. Applications to include:
 - State Environmental Policy Act (SEPA)
3. Coordinate with city staff to ensure compliance with cultural resources review process.
 - No groundwork will be conducted without having the inadvertent discovery plan (IDP) in hand (i.e. geotechnical test pits).

Task 3-Lump Sum Cost = \$13,100.00

Task 4: Design Report Package.

60 Percent Design Package

Submit a standard 60% Design Report package for review. Design Report will conform to the specifications outlined in the Department of Ecology's State Fiscal Year 2025 Funding Guidelines Water Quality Combined Funding Program under Section 2.2 in Appendix L: Stormwater Design Deliverables Guidance.

Plans expected to include:

- Cover sheet
- Overall Site and Temporary Erosion Sedimentation Control (TESC) Plan
- TESC Notes and Details
- Horizontal Control Plan
- Stormwater Plans (phased for each job)
 - i. Joppa East (2 sheets expected)
 - ii. Joppa West (2 sheet expected)
 - iii. Lambskin (1 sheet expected)
 - iv. Tire-Lined Ditch (1 sheet expected)
- Storm System Details (3 sheets expected)

Drainage Report

Reports shall be developed to the Department of Ecology's State Fiscal Year 2025 Funding Guidelines Water Quality Combined Funding Program under Section 2.2 in Appendix L: Stormwater Design Deliverables Guidance.

90 Percent Design Package.

This package will include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule.

- Plans to be upgraded from 60 to 90 percent based on Ecology review.
- Drainage report to be upgraded from 60 to 90 percent based on Ecology review.
- Response letter detailing changes based upon Ecology's 60% Design Report Acceptance Letter.
- Engineer's opinion of cost and construction schedule.
- Bid inserts and specifications based on Ecology's needs.
- Response letter detailing changes based upon Ecology's 90% Design Report Acceptance Letter.

Task 4- Lump Sum Cost = \$66,300.00
Total Project Lump Sum Cost – \$146,531.00



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Assumptions/Exclusions

- Fuller Designs agrees to coordinate with the City and respond to Ecology comments. The City of Tumwater is expected to receive and forward to FD an Ecology Design Report Acceptance Letter prior to FD proceeding to 60 and 90 Percent designs. FD expects two major rounds of comments from the Department of Ecology and City.
- A Traffic Impact Analysis (TIA) report is excluded.
- 1 hard copy of full-size (24"x36") plans are included. Any additional copies will be billed on a Time & Materials Basis.
- Architectural, structural, energy code compliance or other plans/documents associated with any proposed site buildings are excluded.
- Cultural resources survey (Archeology) is required for the project, but is excluded from the scope of work for Fuller Designs. It has been established that the City will handle any tribal correspondence and generating an inadvertent discovery plan.
- All City of Tumwater application and review fees are excluded.
- Owner-initiated changes that require significant layout changes are not included and will be billed on a Time & Materials plus markup. The current T&M rates are as follows and are subject to change on a yearly basis:
 - Principal Engineer- \$235/hr.
 - Staff Engineer- \$175/hr.
 - Project Manager- \$150/hr.
 - Drafter- \$125/hr.
 - Admin- \$80/hr.
- Construction management and bidding support is excluded.
- Landscape and irrigation designs are excluded.
- Price includes reasonable comments as described in the scope of work above from the reviewing authority. Comments that are not based on code or other circumstances which require significant changes to the plans are excluded. Reasonable is defined as taking less than 16 hours of time to revise and respond to the comments generated. Revisions beyond this timeframe will be billed on a time and materials rate.
- Wetland mitigation plans and reports are excluded. It is anticipated that full wetland buffers will not be impacted by the proposed development. If mitigation is necessary, the appropriate reports can be prepared under a supplemental contract.
- The City of Tumwater and other governing jurisdictions may require other permits not listed above such as: Joint Aquatic Resources Permit Application (JARPA), special use, shorelines, etc. Development services to obtain these permits is not anticipated or included in the above estimate.
- Additional plans, documents, and inspections requested will be billed on a time and materials basis upon your authorization.

Deposit and Anticipated Billing

- Progress invoices will be issued at project milestones or monthly.
- Invoices will be based on project percent completion.
- No deposit is required to begin work.

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;

B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: Public Works Committee
 FROM: Joseph Norman, Senior Engineer
 DATE: February 20, 2025
 SUBJECT: 2025 Pavement Maintenance Project, Authority to Solicit Bids

1) Recommended Action:

Staff requests the Public Works Committee authorize staff to (1) solicit bids for the 2025 Pavement Maintenance project; (2) recommend City Council award and authorize the Mayor to sign a Public Works Contract with the lowest responsible bidder; (3) recommend City Council authorize road closures and detours as required for the duration of the project; (4) recommend City Council authorize night work adjacent to residentially zoned properties when necessary to reduce impacts to the public and avoid impact to critical public services; and (5) staff requests that the Public Works Committee recommend the City Council increase the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 to 20 percent for this project.

2) Background:

Staff has developed the Transportation Benefit District (TBD) funded 2025 Pavement Maintenance project to meet the needs of the pavement preservation program, proposed 10-year TBD segments, and the priorities map utilized when approaching citizens regarding formation of the TBD. This year’s project includes a blend of arterials, collectors, and local residential streets. The project focuses on pavement rehabilitation and overlays, but will also include curb ramp replacement, crack sealing, and City-wide pavement markings.

A request for an increase to the change order authority provided to the Transportation and Engineering Director in the Municipal Code from 10% of the contract bid amount to 20% of the contract bid amount due to the nature of pavement maintenance work. Paving projects are fast-paced; most of the expensive work for the project will occur this summer in less than two months’ time. Staff require the ability to react to project changes quickly to avoid project delay claims. An increase in change order authority would also open up the option of moving street segments with planned future maintenance forward if the bid prices are favorable.

The Engineer’s estimate for construction is \$4,000,000. As with previous maintenance projects, staff will have the ability to add or delete street segments to stay within the approved project budget.

3) Policy Support:

Strategic Priorities and Goals 2025-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Continue improving the maintenance of the transportation system.

4) Alternatives:

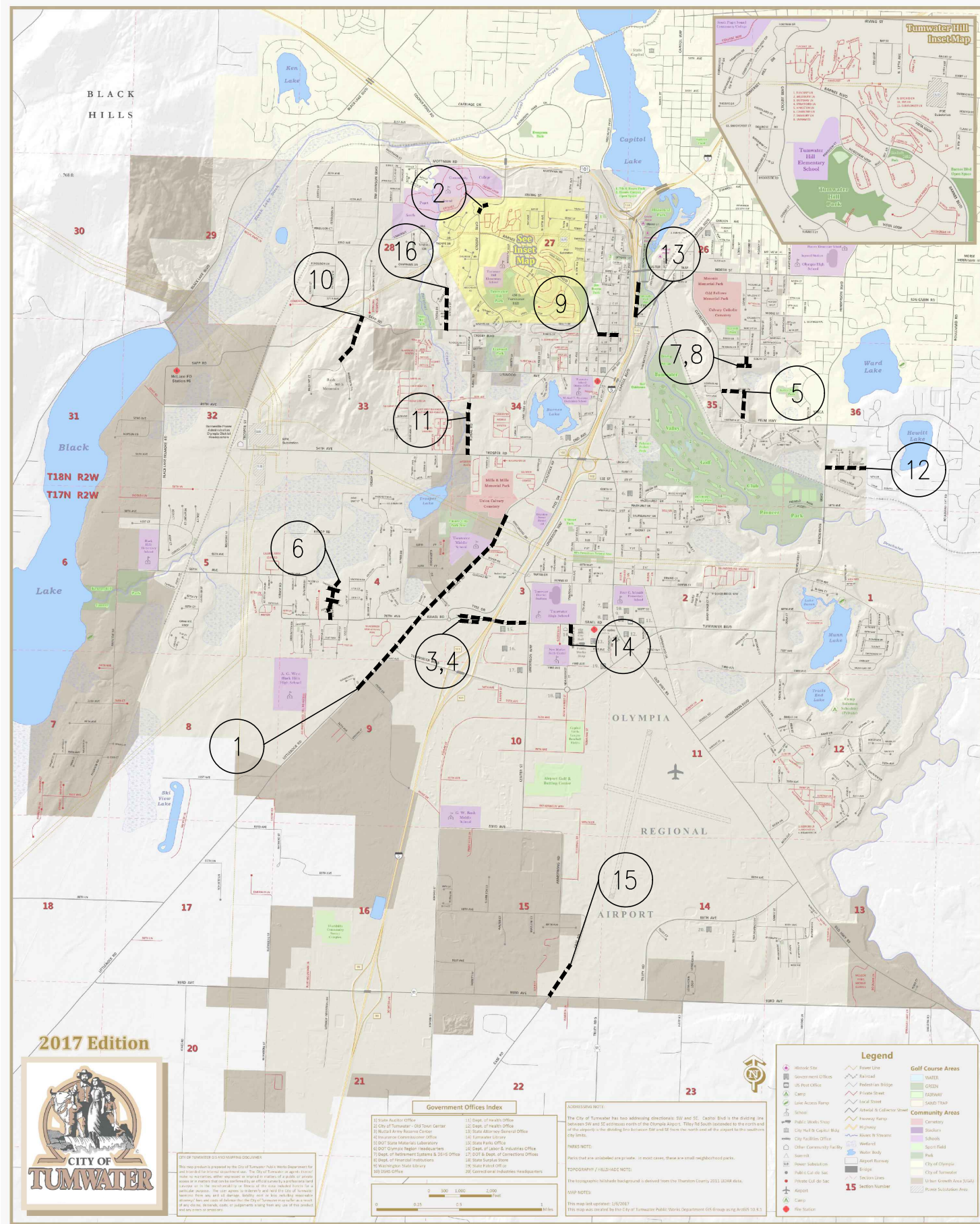
- Do not authorize staff to solicit bids
-

5) Fiscal Notes:

The majority of funding for this project comes from the Transportation Benefit District. Items may be paid through Transportation, Sewer, and Storm CFP as applicable.

6) Attachments:

- A. Paving Schedule Vicinity Map
- B. Citywide Striping Limits



PAVING SCHEDULE MAP

PAVING SCHEDULE			
STREET NO.	STREET	FROM	TO
1	LITTLEROCK RD.	SUMMERHILL CT.	KINGSWOOD DR.
2	CROSBY BLVD.	SOMERSET HILL DR.	FORTNER DR.
3	ISRAEL RD.	OLD ISRAEL RD.	LINDERSON WAY
4	OLD ISRAEL RD.	ISRAEL RD.	EAST END
5	DELTA LN.	CLEVELAND AVE.	SOUTH END
6	FOSTER DR.	70TH AVE.	NORTH END
7	ARMSTRONG AVE.	HANSEN ST.	SOUTH ST.
8	HANSEN ST.	WEST END	EAST END
9	F ST.	5TH AVE.	3RD AVE.
10	BUSH MTN. DR.	SAPP RD.	BUSH MTN. CT.
11	RURAL RD.	TROSPER RD.	4944 RURAL RD.
12	53RD AVE.	HENDERSON BLVD.	CHERI ESTATES LN.
13	DESCHUTES PKWY.	D ST.	BOSTON ST.
14	NEW MARKET ST.	ISRAEL RD.	SOUTH END
15	CASE RD.	93RD AVE.	1,000 FT NORTH
16	ANTSEN ST.	SAPP RD.	CHAPPAREL DR.

NOTES:
SEE SHEET C-7 TO C-37 FOR PAVING PLANS.

LEGEND

- STREET NUMBER
- STREET TO BE PAVED

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
SCALE: 1" = _____'

CITY OF TUMWATER
TRANSPORTATION AND
ENGINEERING DEPARTMENT
555 ISRAEL ROAD SW, TUMWATER, WA 98501
Phone: (360) 754-4140

REVISIONS:
DATE: _____

PROJECT
2025 PAVEMENT MAINTENANCE
PAVING SCHEDULE

JOB : 2023014
DATE : 2025
INDEX : C-7
SHEET : 7 OF 59

TO: Public Works Committee
 FROM: Joseph Norman, Senior Engineer
 DATE: February 20, 2025
 SUBJECT: Traffic Signal Controller & Detection Upgrade, Equipment Purchase

1) Recommended Action:

Place the purchase orders for the traffic signal controller and detection equipment, for the Traffic Signal Controller and Detection Upgrade project, on the March 4, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The Traffic Signal Controller and Detection Upgrade project has received \$302,750 in CMAQ grant funding through TRPC. The project aims to manage air quality through increasing the efficiency of the transportation system. For this project, the efficiency added to the transportation system is directly related to the installation of new traffic signal controllers and vehicle detection systems. These new systems will allow staff to optimize the function of these signals, which will increase the efficiency of traffic flow through the intersections. All improvements are located at intersections within the TRPC PM10 air quality management area.

Project construction will be completed solely by City forces. The City employs qualified personnel who possess the skills necessary to complete the project.

This project requires purchasing specific traffic signal equipment so that our city signal systems are uniform and consistent. This will require a sole source purchase of equipment that has been approved by WSDOT Local Programs and is in compliance with the federal funds received. All signal equipment installed will meet federal BABA requirements (Buy America Build America).

3) Policy Support:

Strategic Priorities and Goals 2025-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

- Do not allow the sole source purchase of traffic signal controller and detection equipment.
 - Do not allow the use of City forces to complete the project.
 - Do not allow the utilization of City funds to complete the project
-

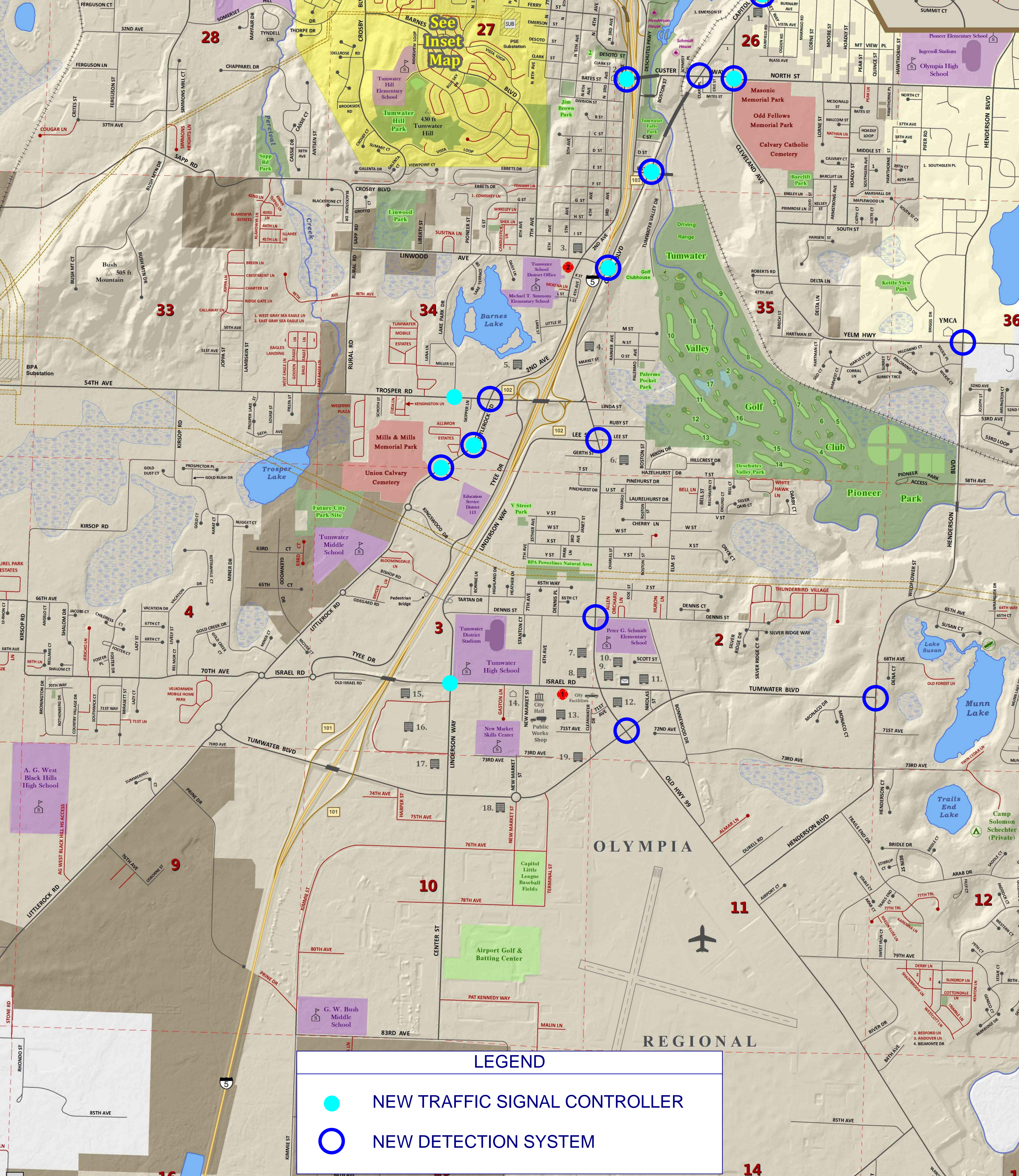
5) Fiscal Notes:

The City has received from the Thurston Regional Planning Council (TRPC) a federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant. The remaining balance is funded through the CFP ending fund balance.

6) Attachments:

- A. Traffic Signal Equipment Installation Map
- B. Traffic Signal Controller Quote
- C. Traffic Signal Detection Quote

Item 7. **TRAFFIC SIGNAL CONTROLLER AND DETECTION UPGRADE**
VICINITY MAP



Attachment A
Tumwater Hill Park

See Inset Map

LEGEND

- NEW TRAFFIC SIGNAL CONTROLLER
- NEW DETECTION SYSTEM

Quote

Date: DEC. 12, 2024

To: ESTIMATING	Re: City of Tumwater Econolite Reference: Q-48-121224A
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Item #	Part #	Qty	Description	Price per	Extended
1	COB2112110000	9	COBALT CONTROLLER NEMA	\$4,500.00	\$40,500.00
2	FSR	9	Data base conversion	\$300.00	\$2,700.00
3	FSR	9	On site tech support	\$500.00	\$4,500.00

SubTotal		\$47,700.00
Shipping & Handling*		
Taxes**		
TOTAL		\$47,700.00

NOTE:

Price only includes those items listed above. If additional equipment is needed, a revised quote will be required.

Price includes freight.

Quote Valid For: 60 DAYS
 FOB: Econolite Factory
 Terms: Net 30 days from date of shipment
 *Shipping: Included
 **Taxes: Not Included

Jeff Wolf
 Jeff Wolf
 Phone: 503-684-0005
 jwolf@econolite.com

Shipping Date: 4 weeks ARO, approved credit terms and submittal approval when applicable

7272 SW Durham Road, Suite 750, Portland, OR 97224

Would you recommend us? feedback.econolite.com



QUOTATION

1401 Marvin Rd NE
Ste 301 #527
Lacey, WA 98516
Tel: 760.803.5248

Attn: ESTIMATORS
Company: City of Tumwater
Bid Date:
Date: 01/01/25
Project: 14 Intersections - NO PFM

Quoted By: Justin Cox
Spec. Year:
Revisions:
Addendum:
Memos:

Quantity	Description	Price	Extension
14	GS3-SYS: GRIDSMART GS3 Processor	\$12,765	\$178,710
	GS-3-PFM: Performance Plus Data License	\$4,545	
14	GS3-TS2-OPT: TS2 I/O Module	\$220	\$3,080
14	GS-3-TS2: TS2 SDLC Cable	\$205	\$2,870
14	GS-3-SMK: Bell Camera Kit w/ 300' CAT5 3	\$4,575	\$64,050
14	Tenon Bracket	\$195	\$2,730

Sub Total	\$251,440
9.7% Sales Tax	\$24,390
GRAND TOTAL	\$275,830

NOTES:

- LEAD TIME: UPON REQUEST
- INDEPENDENT INSPECTION OR TESTING NOT INCLUDED
- FREIGHT INCLUDED
- PRICES GOOD FOR 30 DAYS
- **PRICES QUOTED ARE FOR FULL BILL OF MATERIAL - ITEMS ORDERED INDIVIDUALLY MAY REQUIRE A REQUOTE.**